

**REQUEST FOR TENDER**

|  |  |
| --- | --- |
| NAME: | Enter Project Title  |
|  |  |
| NUMBER | Enter Project # as assigned by Purchasing |
|  |  |
| ISSUE DATE: | Click or tap to enter a date. |
|  |  |
| ENQUIRIES DEADLINE: | Click or tap to enter a date. |
|  |  |
| CLOSING DATE and TIME: | Click or tap to enter a date., 2:00 p.m. local Brandon time |
|  |  |

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*List additional documents (specification packages, drawing sets, links to relevant documents, etc.) relevant to the Tender that aren’t incorporated in the above sections.*

# Invitation & Instructions to Bidders

### Invitation to Bidders

Brandon University invites Bidders to submit a Tender Submission for Enter Project Title Here, as further described in the Scope of Work (Appendix A – Solicitation Particulars, Item a.)

Provide general overview of the Scope of Work.

### Definitions

Where in the Request for Tender documents the following terms are used, the intent and meaning shall be as follows:

1. Bidder: means any individual or legal entity submitting a Tender in response to this RFT for the goods or services requested
2. Closing Date and Time: the date and time after which the University will no longer accept Tender Submissions in response to the RFT.
3. Deliverables: refers to the carrying out and doing of all things, temporary or permanent in nature, by the successful Bidder pursuant to the contract and includes the furnishing of all equipment, material, labour, transportation and services necessary for the proper performance of the contract.
4. Tender Submission: the response to this RFT including all attachments and/or presentation materials provided by the Bidder.
5. Request for Tender (RFT): this document, relevant appendices (if applicable), and all addenda that may be issued with respect to this document prior to the Closing Date and Time.
6. University: refers to Brandon University

### Site Visit/Pre-Bid Meeting

A site visit/pre-bid meeting will be held on Click or tap to enter a date. at Enter start time here. Meet at Enter Site Visit Location & Address here. This site visit is not mandatory but Bidders are encouraged to attend as it will be the only opportunity to view the site(s).

*If a site visit is not required, delete this wording and indicate “N/A”. If the site visit is mandatory (not advised), please consult with the Purchasing Officer for appropriate wording.*

### Enquiries

Enquiries and requests for clarification shall be submitted in writing to the RFT Contact indicated below by the enquiries deadline indicated on the cover of this RFT document.

### RFT Contact

For the purposes of this Tender, the University’s contact will be:

Contact Name: Kaylyn Crocker, SCMP – Purchasing Officer

Contact Email: purchasing@brandonu.ca

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the University, other than the University’s contact, concerning matters regarding this Tender. Failure to adhere to this rule may result in the disqualification of the Bidder and the rejection of the Bidder’s Tender.

Any changes to this RFT will be communicated to all Bidders by addendum.

### Contract for Deliverables

The Tender Form together with and subject to all provisions of this RFT document shall, when accepted and executed by Brandon University, constitute a binding contract between the successful Bidder and Brandon University. A Purchase Order will be issued by the University as part of the contract for the Deliverables.

The successful Bidder will be expected to enter into the contract in the manner and within the timeframe specified by the University. Failure to do so may result in the disqualification of the Bidder and the selection of another Bidder or the cancellation of the Tender process. The term of the contract will be in effect until the completion of the Deliverables.

### Tender Submission Instructions

The Tender shall be submitted prior to the Closing Date and Time to purchasing@brandonu.ca. This email address is the **only** email address at which Tenders will be accepted.

One (1) email, including attachments, should be no larger than 35MB or it may not be successfully transmitted. Email submissions with links to a cloud-based storage system will not be accepted. Executable file formats such as .exe will not be accepted. Acceptable file formats are .pdf, .doc, .docx, .xls and .xlsx.

Tender submissions received after the Closing Date and Time will not be accepted. The received time in the University’s email inbox will be the recorded date and time of submission. It is recommended that emailed submissions are prepared and transmitted with sufficient time for receipt. The University is not responsible for delays or issues causing a submission to be received late. The time the submission is received by the University, in its entirety (if multiple emails are required) is considered the time received.

It is the Bidder's responsibility to make sure the file(s) submitted is/are not defective or corrupted and are able to be opened and viewed by the University.

Bidders will not have the opportunity to resubmit after the closing time due to late submissions or defective or corrupted files.

Any failure or delay in the transmission or storage of an e-mailed Tender submission is the sole responsibility of the Bidder and not of the University.

Mailed, hand-delivered, couriered, or faxed Tender submissions are not accepted.

### Addenda

This RFT may only be amended by written addenda prior to the Closing Date and Time. If the University determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all respondents by addenda. Each addendum shall form an integral part of this RFT.

Addenda will be available on the MERX website ([www.merx.com](http://www.merx.com)). The Bidder is responsible for ensuring all addenda have been received and is advised to check the MERX website regularly prior to the Closing Date and Time.

Bidders shall acknowledge receipt of all addenda to the RFT in the space provided on the Submission form. Failure to acknowledge all Addenda may render the Tender submission non-compliant.

### Amendment or Withdrawal of Tender

Bidders may amend a Tender in response to this RFT prior to the Closing Date and Time by submitting an amendment clearly identifying the change, or by submitting a new Tender that clearly indicates that it is to replace the Tender previously submitted by the Bidder. Amendments submitted after the Closing Date and Time will not be considered by the University.

Bidders may withdraw a Tender submitted in response to this RFT by submitting a request in writing to the University at any time prior to, but not after, the Closing Date and Time.

All amendments or requests to withdraw a submitted Tender shall be in writing, submitted to the University at the address set out in the Cover Page of this RFT. All such amendments or requests shall be submitted on the Bidder’s letterhead and shall be signed by an authorized representative of the Bidder.

### Tenders Irrevocable after Closing Date and Time

Tender Submissions shall be irrevocable for a period of XX calendar days running from the moment that the Closing Date and Time passes.

### Right of Rejection

The submission of the Tender, the receipt of the Tender by the University and the opening of the Tender, or any one of those, is not acceptance in any way whatsoever of the Tender. The University is under no obligation to accept all or any part of a Tender.

Proponents are advised they must refer to the actual paragraphs in the RFT for the full description of the requirements that must be met. Any Tender that does not meet all of the mandatory requirements shall be deemed to be non-compliant and will be rejected for failure to comply with all of the mandatory terms and conditions as set out in this RFT. The University reserves the right to accept substantially compliant Tenders, in its sole discretion.

All decisions and determinations made as to whether a Bidder meets the mandatory criteria, the score assigned to a Bidder, or the determination as the selected Bidder, shall be determined solely by the University or its designates, in its discretion. The University’s determinations in this regard shall be final, and may not be appealed by a Bidder.

No Tender will be considered that is in any way conditional or proposes to impose conditions on University that are inconsistent with this RFT and the terms and conditions stipulated herein or in any of the schedules attached to this RFT.

### No Obligation to Accept Tender

The Tender will not be deemed in any way to be a unilateral contract. The Tender is a Tender by the Bidder to University to carry out the provisions set out in this RFT. The University, in its entire discretion, may reject or accept all or any part of the Tender or any of the Tenders submitted under this RFT. The University is under no obligation whatsoever to accept any Tender.

# Evaluation & Selection

### Evaluation Criteria

Tenders will be evaluated on the following criteria:

1. Compliance with mandatory submission requirements (pass/fail).
2. Total Bid Price.
3. Best meets the needs of the University.

The University may, at its sole discretion, determine that all or any part of any Tender is not substantially compliant with the requirements of the Tender documents if the Tender Submission is incomplete, obscure, conditional, or contains material alterations or other irregularities, or if the Tender contains material deficiencies.

The University has the right to, at its sole discretion, waive technical deficiencies and minor non-compliances in any Tender it deems to be substantially compliant with the requirements of the Tender document.

Subject to the University’s General Terms and Conditions, the successful Bidder will be the Bidder that submits the lowest evaluated responsive Tender submission for the Deliverables.

### Clarification of Tender

The University reserves the right to request clarification at any point during the evaluation process and to waive minor deficiencies in any Tender to enable the University to determine whether the Bidder’s Tender merits further consideration. The University reserves the right to re-assess or re-evaluate all or any part of a Bidder’s Tender following receipt of any requested clarification, or an interview/presentation. The right to clarify does not impose upon the University a requirement to clarify any part of the Tender where the Tender is unclear or otherwise not acceptable in any aspect.

### Award or Cancellation of RFT Process

The University, in its sole discretion, reserves the right to select any Tender other than the lowest priced Tender, or to reject any and all Tenders submitted in response to this RFT. No award may result from this RFT process. Proponents are advised that any Tender may not necessarily be accepted.

The University reserves the right to repeat, renew or cancel this RFT where, in the University’s sole discretion, none of the Tenders submitted in response to the RFT warrant acceptance or where it would be in the University’s best interest to do so. Without being obligated to do so, if the RFT is cancelled, the University may, in its sole discretion, issue an RFT for the same or similar requirements as described in this RFT.

The award of the RFT will not be binding until the successful Bidder has received written notification (via email) of the award from the University’s RFT Contact (or their designate) indicated in 1.c. above. No other act of the University shall constitute award of the RFT.

# Standard Terms and Conditions of the Procurement Process

### Proponents to Follow Instructions

Proponents should structure their Tender in accordance with the instructions in this RFT. Where information is requested in this RFT, any response made in a Tender should reference the applicable section numbers of the RFT.

### RFT Incorporated into Tender Submission

All of the provisions of this RFT are deemed to be accepted by each Bidder and incorporated into each Bidder’s Tender Submission. A Bidder who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFT, including the terms and conditions set out in Appendix E, either as part of its Tender Submission or after receiving notice of selection, may be disqualified. If a proponent is not disqualified despite such changes or qualifications, the provisions of this RFT, including the terms and conditions set out in Appendix E, will prevail over any such changes or qualifications in the Tender Submission.

### Cost of Tender

Costs incurred in the preparation and submission of Tenders, attendance at site visit(s), interviews and/or the demonstration of goods or services will be borne entirely by the Bidder submitting each Tender.

### Tender Language

Tender Submissions shall be in English only.

### No Incorporation by Reference

The entire content of the Bidder’s Tender Submission should be submitted in a fixed form, and the content of websites or other external documents referred to in the Bidder’s Tender Submission but not attached will not be considered to form part of its Tender Submission. If Bidders wish to reference websites or external documents, they should obtain the approval of the RFT Contact prior to the Closing Date and Time. Bidders are responsible for ensuring that all external content that is referenced is accurate and are to provide notice to Brandon University of any changes that may arise after submission. Brandon University may, at any time, require a proponent to provide a hard copy of some or all of the external content referenced.

### Information Provided in RFT Estimates Only

Brandon University and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this Tender document or issued by way of addenda. Any quantities shown or data contained in this RFT or provided by way of addenda are estimates only and are for the sole purpose of indicating to Bidders the general scale and scope of the Deliverables.

It is the Bidder’s responsibility to obtain all the information necessary to prepare a submission in response to this RFT.

### No Guarantee

Brandon University makes no guarantee of the value or volume of work to be assigned to the Contractor. Any contract will not be an exclusive contract for the provision of the described Deliverables. Brandon University may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### Submissions to be Retained by Brandon University

Brandon University will not return a Tender Submission or any accompanying documentation submitted by a Bidder.

### Conflict of Interest

Brandon University may disqualify a proponent, or take any other action it deems appropriate in its sole discretion, for any conduct, situation or circumstances, determined by Brandon University, in its sole and absolute discretion, to constitute a Conflict of Interest.

For the purposes of this RFT, “Conflict of Interest” includes any situation or circumstance where, in relation to a Brandon University procurement competition, a participating proponent has an unfair advantage, a perception of an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including:

1. having, or having access to, information in the preparation of its proposal that is not available to other proponents, but such does not include information a proponent may have obtained in the past performance of a contract with a public entity, including Brandon University, that is not related to the creation, implementation or evaluation of this or a related procurement competition;
2. communicating with any person with a view to influencing preferred treatment in this procurement competition (including but not limited to the lobbying of decision makers involved in this procurement competition); or
3. engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive procurement competition or renders that competition non-competitive, less competitive, or unfair.

All Bidders shall advise Brandon University in writing whether it has any actual, potential or perceived Conflict of Interest, and if so, the nature of each Conflict of Interest . A Bidder may, in the sole discretion of Brandon University, be disqualified from this RFT process if a Bidder is found to have a Conflict of Interest.

# Appendix A – Solicitation Particulars

### Scope of Work

*Enter product specifications/scope of work here. Specifications shall be generic and non-branded (unless required for standardization purposes). Make/models or brands may be used in the specifications as means of reference for vendors but should not be used as a specification. Specifications cannot be written in a way that restrict vendors from participating.*

*Use numbered lists for ease of reference. Indicate quantity required. Indicate if set-up is required by the vendor.*

*If product specs/Scope of Work is complex (i.e., construction, renovation and/or demolition projects), attach project specifications as an Appendix and update section to refer Bidders to the Appendix.*

### Material Disclosures

*Describe (or include as an appendix to this document) any material disclosures or special provisions/conditions that should be considered by vendors when deciding to submit or completing a quote. This may include, but is not limited to, unusual site conditions, unusual processes/procedures, delivery or performance restrictions or uncommon risks. Delete this section if not required.*

### Delivery or Completion Date

*Indicate the preferred delivery timeline in either calendar days from receipt of PO or preferred delivery date. Keep in mind tight delivery requirements will either deter vendors from bidding if they can’t meet it or may result in increased costs due to expedited shipping and processing on the vendor’s end.*

### Mandatory Submission Requirements

*Indicate items required as part of the Tender submission that are needed for Tender evaluation, keeping in mind that items not submitted may render a submission non-compliant and unable to be considered for award.*

Bidders shall limit the Tender submission to 8 ½” x 11” pages. Failure to include the following information in the Tender may render the Tender non-compliant:

1. Tender Form (Appendix B)
2. Enter Additional Submission Items here (such as any bid security required) or delete if no other submission requirements.

Bidders may include additional information with the Tender submission but are advised it may not be considered during the Tender evaluation.

### Pre-conditions of Award

*Disclose any documentation that is required of the successful Bidder as a condition of award (e.g., certificate of insurance, Workers’ Compensation Board Clearance, any applicable licenses or certifications, etc.). If nothing is required, indicate N/A.*

The following document(s) will be required from the successful Bidder as a condition of award:

1. Workers’ Compensation Board Clearance
2. Certificate of Insurance
3. List required documentation (such as licenses, certifications, etc.)

# Appendix B – Tender Form

1. **Bidder Information**

|  |  |
| --- | --- |
| Full Legal Business Name: |  |
| Other Relevant Business Names |  |
| Street Address: |  |
| City, Province, Postal Code: |  |
| Contact Name: |  |
| Contact Title: |  |
| Telephone: |  |
| E-mail Address: |  |

### Instructions on How to Complete Pricing

1. Pricing shall be provided in Canadian funds, F.O.B. Enter Room # & Building Name Here, 270 – 18th Street, Brandon, Manitoba and include all applicable duties and fees except for applicable sales taxes, which shall be itemized separately.
2. Pricing quoted shall be all-inclusive and must include all labour, equipment and materials, travel and carriage, insurance, delivery, installation and set-up (including any pre-delivery inspection charges), and all other overhead costs.

### Pricing

The Bidder will provide the Deliverables for the following price:

*Insert pricing table here for the required Deliverables (lump sum or unit price), including instructions on how to structure the pricing*

I/We agree that, if awarded, delivery/completion of the Deliverables by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(If no set completion date, leave line in for Bidders to indicate completion. If completion date is stipulated in Scope of Work, enter it above.)*

1. **Acknowledgement of RFT Process**

The Bidder acknowledges that the RFT process will be governed by the terms and conditions of the RFT and that no legal relationship or obligation regarding the procurement of any good or service will be created between the University and the Bidder unless and until the University and the Bidder execute a contract for the Deliverables.

1. **Addenda Acknowledgment**

The Bidder is deemed to have read and taken into account Addenda \_\_\_ to \_\_\_\_ issued by the University prior to the Closing Date and Time.

1. **Terms and Conditions**

By submitting a Tender, the Bidder confirms that it has read, understands, and agrees to the terms and conditions of the Tender included in Appendix C – Terms and Conditions of the Contract.

1. **Bidder Signature**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Signed this  |  | day of |  | 2023 |

|  |  |  |
| --- | --- | --- |
|   |  |  |
| Authorized Bidder Representative Signature |  | Witness Signature\* |
|  |  |  |
| Name and Title (Please Print) |  | Name (Please Print) |

\**Corporate Seal may be applied in place of Witness signature*

### Bid Acceptance – Brandon University

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Accepted and executed this  |  | day of |  | 2023 |
| by an authorized representative of Brandon University |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Authorized Representative Signature |  | Witness Signature\* |
|  |  |  |
| Name and Title (Please Print) |  | Name (Please Print) |

# Appendix C - Terms & Conditions of the Contract

1. **Definitions**

References to the University, BU or the Owner are used for administrative purposes and mean Brandon University.

1. **Important Notice**

The Contractor DOES NOT have any obligation to submit a Tender. Providing a Tender WILL NOT commit Brandon University or the Contractor to anything. The Contractor may withdraw or amend its Tender at any time prior to the Tender Submission Deadline.

No legal obligation regarding the procurement of any good or service shall be created until Brandon University and the selected respondent have entered into a written contract for the Deliverables.

1. **Engagement**

The Contractor hereby agrees to supply and/or perform the Deliverables, as the case may be, in accordance with the terms of this Contract.

1. **Work to be Performed**

The Contractor shall supply all labour, equipment, parts and materials necessary to provide the Deliverables.

1. **Additional Instructions**

BU may provide the Contractor with additional instructions as necessary for the delivery or performance of the Deliverables. All such additional instructions must be consistent with the general scope and intent of this Contract and the Deliverables must be delivered or performed in conformity with such additional instructions. In giving such additional instructions, BU may make minor changes in respect of the Deliverables, not inconsistent with the general scope and intent of this Contract.

1. **Delivery**

Unless stated otherwise in this Contract: (a) all Deliverables, or any part thereof, must be delivered, performed and completed within any milestones or schedules specified in the Contract; and (b) if the Contractor becomes aware that it might make a late delivery or not meet a schedule, the Contractor must inform BU immediately.

1. **Inspection**

Inspection & Rejection: All Deliverables are subject to BU’s inspection and acceptance or rejection upon delivery. If rejected, BU will hold the Deliverables for the Contractor to pick up at the Contractor’s risk and expense. No payment for, inspection of, or acceptance of any Deliverables, including Deliverables that are services, will relieve the Contractor from its responsibility to provide Deliverables conforming to the Contract.

1. **Price and Terms of Payment**
2. Unless otherwise agreed, payment will be made within 30 days of Brandon University’s receipt of invoice, based on services rendered as itemized as forming the ‘Work’.
3. Brandon University will review invoices and may adjust amounts claimed with written notice to the Contractor.
4. Brandon University may deduct from any amount claimed by or payable to the Contractor, an amount equal to the value, as determined by Brandon University, of services not rendered, with written notice to the Contractor.
5. Payments shall be subject to holdbacks pursuant to the provisions of the RFT documents, The Builders’ Liens Act or any other applicable statute, regulation or by-law.
6. Brandon University may deduct from any amount payable to the Contractor an amount required to satisfy any unresolved third party claim submitted pursuant to the Manitoba Lien Act or Construction Act or the act that is used in the Province of the place of work if the Contractor does not satisfy the claim in the time frame set out by Brandon University.
7. **Goods & Services Tax (GST) and Manitoba Retails Sales Tax (MB R.S.T.)**

The Contractor shall charge GST and MB RST (where applicable) on top of the Deliverables cost on all goods and services rendered.

1. **Invoices, Reports, Logs, Certificates**

***Payment for services will be dependent on receipt of all relevant and necessary documentation associated with the itemized services***. All reports are to be accurate and prepared in a legible, diligent and responsible manner.

1. **Site Maintenance**

The Contractor shall at its own expense complete its own clean-up and removal from site of all debris resulting providing the Deliverables to ensure a safe and accessible work area is available at all times. Failure to perform the above will result in written notice to the Contractor, failing which the Contractor shall be liable for all costs incurred by Brandon University to perform such work, plus an appropriate mark-up.

1. **Independent Contractor**

The Deliverables will not create an employer/employee relationship between Brandon University and the Contractor, its employees, its subcontractors or its agents. No rights, privileges, benefits or compensation, other than those expressly set out in the contract, will apply.

1. **Registration at Site Office or On Site Notification**
	1. The Contractor shall sign in at the site office to obtain keys and indicate his presence on the site. The Contractor shall make special arrangements with Brandon University’s representative, if keys are required after normal working hours.
	2. The Contractor will turn in keys and identification cards/badges to the site office when work or workday is complete and sign keys and identification cards/badges back in.
	3. The Contractor shall be responsible for all keys and access cards provided during the duration of this contract and may be liable for costs incurred due to loss or damage of any keys or access cards provided to its staff or representatives.
2. **Property Damage**

The Contractor shall be responsible for and shall restore, at its expense, any and all property of Brandon University, its clients, agents or its owners, caused by or attributable to the Contractor, its agents or employees.

1. **Warranty Requirements**

The Contractor acknowledges and agrees that: (a) it is familiar with and has the necessary skilled personnel, equipment, systems, materials and processes to meet all the requirements of the Contract; (b) all Deliverables shall conform to and meet all applicable specifications, drawings, descriptions and all other requirements of this Contract; (c) unless otherwise stated in this Contract, all Deliverables that are goods shall be of good quality, new, undamaged and free from defects in design, materials and workmanship at the time the Deliverables are received at the Site; (d) Deliverables that are goods shall be fit and suited for BU’s purpose; (e) Deliverables that are services shall be performed in accordance with prudent industry standards for services of a similar nature in BU's industry having regard to the requirements of this Contract and be free from defects at the time such services are performed.

If any defect or deficiency in, or failure of, the Deliverables occurs within 12 months from BU’s receipt of (in the event the Deliverables are goods) or Contractor’s completion of the Deliverables (in the event the Deliverables are services), however caused or arising (excluding normal wear and tear where the Deliverables are goods), the Contractor shall perform, at the Contractor’s expense, all work necessary to correct such defect, deficiency or failure.

1. **Covenant**

The Contractor covenants and agrees to conform to and abide by all municipal by-laws, rights of way, easements, restrictive covenants and other regulations respecting real property and the use thereof.

1. **Indemnification**

The Contractor covenants and agrees to indemnify, hold harmless and defend Brandon University, its owners, employees and agents from any and all damages, expenses (including all legal costs as incurred between a solicitor and his or her own client), claims, liabilities, causes of action and judgments for injury to or death of persons or for loss of or damage to property caused by or resulting from any negligent act or omission of the Contractor, its employees, agents, licensees and Contractors or from the presence on the lands and premises of the Owners of the Contractor, its employees or agents.

1. **Workers’ Compensation & Liability Insurance**
	1. The Contractor shall, without limiting its obligations or liabilities stated elsewhere, obtain and continuously maintain at its own expense, the following insurance coverage:
		1. Workers’ Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Province or Territory having jurisdiction over such employees.
		2. General Liability insurance in the minimum amount of five million dollars ($5,000,000).
		3. Automobile Liability insurance in the minimum amount of one million dollars ($1,000,000).
	2. The Contractor shall name Brandon University as additional insured party with respect to liability arising out of the operations of the Contractor. The insurer shall waive any right of subrogation against the owner. Evidence of such insurance must be submitted to the Brandon University.
2. **Criminal Checks**

**All** employees hired by the Contractor to perform work at the specified sites will have **CRIMINAL RECORD** checks performed at the Contractor’s expense and the approval of such checks at the discretion of Brandon University. All such checks are to be completed prior to commencement of any on site work.

1. **Worker Safety**

The Contractor hereby agrees to follow all Manitoba Occupational Health and Safety laws and regulations and certifies that he either holds a Certificate of Recognition (COR) from an accredited safety organization in Manitoba or that he will agree to follow Brandon University safety procedures and policies. The Contractor, if a holder of a valid Certificate of Recognition (COR), has attached a copy of such with this agreement. All Contractor employees will be trained in the Workplace Hazardous Materials Information System (WHMIS) prior to commencement of on-site work. The Contractor is required to complete a hazard assessment once on site and prior to work commencement.

1. **Default**

If the Contractor should neglect to execute the ‘Work’ properly or fail to perform any provisions of this agreement, Brandon University may, at its option without limiting the generality of the foregoing notify the Contractor, in writing, that it is in default of its contractual obligations, if the Contractor:

1. refuses or fails to provide sufficiently skilled workmen or proper workmanship, products and equipment, for the performance of the Work; or
2. fails to make payments due to its suppliers or its employees; or
3. fails to comply with all laws or ordinances, or Brandon University’s instructions; or
4. violates the provisions of the ‘Work’.
5. **Special Procedures**
6. The Contractor shall not carry on, coordinate or transact any business on the Property except for that described in this contract,
7. The Contractor shall comply with all security regulations and procedures in force at the commencement of the contract and as required from time to time by Brandon University, and which do not significantly change the scope of the contract,
8. The Contractor shall immediately report all threats on the property or the users to Brandon University and the appropriate authorities.
9. **Governing Law**

The laws of the Province of Manitoba shall govern this contract. The parties attorn to the jurisdiction of the Courts of Manitoba.

1. **Timing**

Time is of the essence with respect to all provisions of this Contract that specify a time for delivery or performance.

1. **Force Majeure**

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one’s reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

1. **Immediate Termination of the Contract**

The Contract may be terminated by Brandon University for just cause by giving twenty-four (24) hours’ written notice to the other party without incurring any liability. Just cause includes but is not limited to; unresolved client concerns, unresolved property damage and loss or default of Brandon University’s master contract governing the Contract. If the Contractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of it insolvency, Brandon University may, at its option, without prejudice to any other right or remedy it may have, by giving the Contractor twenty-four (24) hours’ written notice, terminate the Contract.

1. **Supplier Performance**

The contractual performance of vendors is a matter of paramount importance to Brandon University. The Contractor’s performance may be assessed and BU reserves the right to take past contractual performance into account when evaluating future bids from the contractor. Brandon University reserves the right to guarantee faithful performance of the Contract. The Contractor will be required to provide the goods and/or services exactly as quoted. In cases where Contractors do not perform in accordance with the terms and conditions of the Contract, Brandon University reserves the right to:

* accept partial completion;
* extend the delivery period;
* cancel the Contract, in whole or part;
* obtain Deliverables from other sources;
* suspend Contractor from bidding on future opportunities.

**END OF GENERAL CONDITIONS OF THE CONTRACT**